

# Data Processing Clauses

These Data Processing Clauses apply if, and when, the Supplier providing the Services under the Agreement processes Personal Data as a Processor on behalf of Ericsson and/or Ericsson Group Company, being, or representing, the Controller towards the Supplier.

The following words and expressions have the meaning assigned to them below.

## 1. Definitions

For the purposes of these Data Processing Clauses, the following words and expressions have the meaning assigned to them below:

**"Adequacy Decision"** means a formal decision made by the European Commission based on the article 45 of the GDPR.

**"Agreement"** means the main agreement entered into by and between the Parties including any annexes or amendments to the main agreement, specific contract, statement of work or binding purchase order entered into by and between Ericsson and the Supplier in accordance with the ordering procedure set out in the Agreement.

**"Applicable Data Protection Law"** means any laws and regulations applicable to the processing of Personal Data under the Agreement enacted by a recognized government, governmental or administrative entity with the purpose of protecting the privacy and data protection rights of natural persons or households, all as may be amended or replaced from time to time, including but not limited to when applicable the General Data Protection Regulation (EU) 2016/679 ("**GDPR**") and any applicable mandatory laws and regulations of the country of the relevant Ericsson Group Company.

**"Controller"**, **"Data Subject"**, **"Personal Data"**, **"Personal Data Breach"**, **"Processing of Personal Data"** ("**processing**"), and **"Processor"** have the meanings given to them in the GDPR.

**"Ericsson"** means:

- a) the Ericsson Group Company signing the Agreement; or
- b) any other Ericsson Group Company that is the purchaser or user of the Services pursuant to the Agreement, and either is the controller (or legally equivalent classification as defined under Applicable Data Protection Law) or acting as processor (or legally equivalent classification as defined under Applicable Data Protection Law) on behalf of a controller, as defined under Applicable Data Protection Law.

**"Ericsson Group Company"** means:

- a) Telefonaktiebolaget LM Ericsson (publ); or
- b) each legal entity that the Telefonaktiebolaget LM Ericsson (publ.) directly or indirectly controls fifty per cent (50%) or more of the votes or share capital.

**"Party"** means each of Ericsson and the Supplier separately; and **"Parties"** means Ericsson and the Supplier jointly.

**"Services"** means the services, tools or any other deliverables described in and provided under the Agreement.



**"Standard Contractual Clauses"** and **"EU SCCs"** means the clauses pursuant to the Commission Decision of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council, or any replacing version of such clauses adopted by the European Commission.

**"Supplier"** means:

- a) the supplier entity signing the Agreement; and/or
- b) any other Supplier Group Company from whom an Ericsson Group Company receives the Services pursuant to the Agreement.

In both cases, the Supplier is the Processor (or legally equivalent classification as defined under Applicable Data Protection Law) that processes Personal Data on behalf of Ericsson Group Company.

**"Supplier Group Company"** means any legal entity that controls, is controlled by, or under common control with the entity signing the Agreement as a Supplier.

**"Transfer Impact Assessment"** means a risk assessment on whether the laws and/or practices in the country or sector outside of the European Economic Area (**EEA**), Switzerland, or the UK without granted Adequacy Decision where the Personal Data is transferred to by the Supplier or its subprocessor from the EEA, Switzerland, or the UK would impinge on the effectiveness of the Data Processing Clauses or the Standard Contractual Clauses.

**"UK Addendum"** means the International Data Transfer Addendum to the EU Commission Standard Contractual Clauses issued by the UK Information Commissioner under section 119A of the Data Protection Act 2018, as amended or replaced from time to time by a competent authority under the relevant UK Data Protection Laws.

## 2. Order of precedence

- 2.1. The terms and conditions of these Data Processing Clauses prevail over any conflicting or inconsistent terms and conditions in the Agreement, to the extent they would result in less restrictive obligations of the Supplier or limit the rights of Ericsson compared to what is set out in these Data Processing Clauses.
- 2.2. In the event of any conflicts between these Data Processing Clauses and the Standard Contractual Clauses or the UK Addendum, the Standard Contractual Clauses and the UK Addendum will prevail. Any terms in these Data Processing Clauses supplementing the Standard Contractual Clauses and the UK Addendum and enhancing the level of data protection by adding obligations to the Supplier or rights to Ericsson are not considered as conflicts between these Data Processing Clauses and the Standard Contractual Clauses.
- 2.3. A breach of these Data Processing Clauses shall be considered a material breach of the Agreement.

## 3. Scope and Roles of the Parties

- 3.1. The Supplier will provide Services in accordance with the terms set out in the Agreement. The terms and conditions specified in these Data Processing Clauses shall apply when the Supplier processes Personal Data on behalf of Ericsson and Ericsson is acting as Controller or as Processor on behalf of its affiliates or its customer(s). Ericsson or the Ericsson customer acting as the Controller has the right and obligation to make decisions about the purposes and means of the processing of Personal Data.
- 3.2. The Supplier must process Personal Data in accordance with Applicable Data Protection Law and only according to the written instructions from Ericsson, including regarding the Supplier's use of subprocessors or transfers of Personal Data to a third country, unless prohibited by applicable mandatory law or regulation. The Supplier must immediately and before processing Personal Data



inform Ericsson if the Supplier is subject to a legal obligation under any applicable mandatory law or regulation that requires the Supplier to process Personal Data in contravention of Ericsson's or Ericsson customer's documented instructions.

- 3.3. The Supplier agrees to accept amendments to these Data Processing Clauses, including updates to the annexes, as reasonably required by Ericsson to ensure Ericsson's and Ericsson customer's compliance with applicable laws.

### **3. Confidentiality**

The Supplier must keep Personal Data confidential and ensure that persons authorized to process the Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

### **4. Instructions**

- 4.1. Ericsson's instructions are documented in the Agreement and these Data Processing Clauses.
- 4.2. Ericsson or its customer acting as the Controller may issue additional reasonable instructions to the Supplier in writing, including via email, from time to time.

### **5. Subprocessors**

- 5.1. The Supplier must not subcontract any processing of Personal Data to a third party without the prior written consent of Ericsson specifying where and by whom such processing can be performed.
- 5.2. The Supplier shall provide Ericsson with a list of the of approved subprocessors specifying the purposes of processing as well as the countries where they perform the processing prior to starting the processing of Personal Data on Ericsson's behalf. The Supplier may not make changes to the list of subprocessors without Ericsson's prior written authorization. Any requests for changes to the list of subprocessors, including without limitation changes to the location or nature of processing or identity of the subprocessor must be sent in writing to the Ericsson contact person set out in the Agreement and these Data Processing Clauses.
- 5.3. The Supplier shall impose on the subprocessor by way of a written contract substantially the same or not less restrictive data protection obligations as set out in these Data Processing Clauses, the Agreement and any other legal act between the Supplier and Ericsson, in particular providing sufficient guarantees to implement appropriate technical and organizational measures in such a manner that the processing will meet the requirements of Applicable Data Protection Law. The Supplier must provide Ericsson with copies of the relevant excerpts from such contracts upon Ericsson's written request. Upon the termination of the Agreement and these Data Processing Clauses or the Supplier's contract with the subprocessor, the Supplier shall ensure that subprocessor shall also cease processing and return all Personal Data.
- 5.4. Where a subprocessor fails to fulfil its obligations, the Supplier remains fully liable to Ericsson for the performance of the subprocessor's obligations.

### **6. International transfers**

- 6.1. If an international transfer of Personal Data under these Data Processing Clauses is subject to restrictions under Applicable Data Protection Law beyond those addressed below in this section 6, the



Parties will reasonably cooperate to implement an appropriate legal mechanism for such international data transfers. Where a prior consent for transfers from Ericsson, Ericsson's customer or a Data Subject is required under Applicable Data Protection Laws, the Supplier must not transfer Personal Data, or allow access to Personal Data from outside the country of the relevant Ericsson Group Company unless Ericsson has given its prior written approval (which may be granted or withheld at Ericsson's discretion and may be subject to such conditions as Ericsson defines).

- 6.2. For transfers of Personal Data out of the European Economic Area (EEA), to a third country or sector not granted with an Adequacy Decision, the Standard Contractual Clauses (the relevant Module/s) are entered into by the Parties and incorporated into these Data Processing Clauses as follows:
- a) Module 2 (Controller to Processor) will apply where Ericsson is a Controller, and the Supplier is a Processor; Module 3 (Processor to Processor) will apply where Ericsson is a Processor, and the Supplier is a subprocessor. For each Module, where applicable:
  - b) in Clause 7, the optional docking clause will apply;
  - c) in Clause 9, Option 1 will apply, and the time period for prior notice of subprocessor changes is 45 days;
  - d) in Clause 11, the optional language will not apply;
  - e) in Clause 17, Option 1 will apply, will be governed by Swedish law;
  - f) in Clause 18(b), disputes shall be resolved before the courts of Sweden; and
  - g) the annexes of the EU SCCs shall be deemed completed with the information set out in the Agreement and these Data Processing Clauses, including Annex 1.
- 6.3. For restricted transfers of Personal Data from the United Kingdom to a third country not covered by the adequacy regulations under Applicable Data Protection Law, the Parties agree that the terms of the UK Addendum shall apply (which will supplement the Standard Contractual Clauses) and are entered into and incorporated into these Data Processing Clauses as follows:
- a) Table 1: The Parties' details and contact information shall be deemed populated with the relevant information in Annex 1;
  - b) Table 2: The relevant choices referred to in section 6.2 will apply;
  - c) Table 3: The relevant information is provided in the respective Annexes to these Data Processing Clauses;
  - d) Table 4: Parties allowed to end the Addendum: Data Exporter; and
  - e) Part 2: Mandatory Clauses of the Approved Addendum, being the template Addendum B.1.0 issued by the UK Information Commissioner's Office (ICO) and laid before Parliament in accordance with s119A of the Data Protection Act 2018 on 2 February 2022, as it is revised under Section 18 of those Mandatory Clauses.
- 6.4. The Parties agree that for transfers of Personal Data subject to the Swiss Federal Act (FADP) outside of Switzerland to a country that is not considered to provide appropriate level of protection under the Ordinance to the Federal Act on Data Protection (Annex 1 DPO):
- a) the Swiss Federal Data Protection and Information Commissioner (FDPIC) is the competent supervisory authority in accordance with Clause 13 and Annex I.C of the EU SCC;
  - b) the governing law in accordance with Clause 17 of the EU SCC shall be Swiss law if the data transfer is exclusively subject to the FADP;



- c) the term “member state” must not be interpreted in such a way as to exclude data subjects in Switzerland from the possibility of suing for their rights in their place of habitual residence (Switzerland) in accordance with Clause 18 of the EU SCC; and
  - d) any references to the GDPR in the Standard Contractual Clauses shall also include the reference to the equivalent provisions of the FADP (as amended or replaced).
- 6.5. For transfers involving a transfer of Personal Data out of the EEA, Switzerland or the UK to a country or sector not granted with an Adequacy Decision, the Supplier must at Ericsson’s request provide Ericsson with a Transfer Impact Assessment covering data flows from Ericsson to the Supplier and from the Supplier to its subprocessors (if approved by Ericsson).
- 6.6. Where the Supplier is based in the EEA, Switzerland, or the UK and transfers Personal Data originating from the EEA, Switzerland, or the UK onward to its subprocessor located in a country outside of the EEA not granted with an Adequacy Decision or similar adequacy regulations, the Supplier must sign the Standard Contractual Clauses (the relevant Module/s) or an addendum with the respective subprocessor.
- 6.7. For other transfers of Personal data than those referred to in section 6.5, the Standard Contractual Clauses apply to international transfers of Personal Data subject to Applicable Data Protection Law relying on Standard Contractual Clauses as an appropriate transfer mechanism, the section 6.2. applies with the following amendments:
- a) In clause 13, the competent supervisory authority is the competent supervisory authority under the Applicable Data Protection Law;
  - b) In clause 17, the governing law is the Applicable Data Protection Law;
  - c) In clause 18, disputes shall be resolved before the competent courts under the Applicable Data Protection Law (if not regulated, the rules in section 17 of these Data Processing Clauses shall apply); and
  - d) any references to the GDPR in the EU SCCs shall also include the reference to the equivalent provisions of the Applicable Data Protection Law.

## 7. Security of processing

- 7.1. The Supplier undertakes to adhere at minimum to the technical and organizational measures set out in the Agreement, as well as the Ericsson [Information Security Requirements for Suppliers](#).
- 7.2. In addition to what is stated in section 7.1, and taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, the Supplier must implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk, including inter alia as appropriate:
- a) the pseudonymization of Personal Data;
  - b) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
  - c) the ability to restore the availability and access to Personal Data in a timely manner in the event of a physical or technical incident; and
  - d) a process for regularly testing, assessing and evaluating the effectiveness of technical and organizational measures for ensuring the security of the processing.
- 7.3. The Supplier certifies that:



- a) it has no backdoors that could be used to unauthorized access to the Personal Data or systems;
- b) it has state of the art business processes and measures in place that prevent unauthorized access to Personal Data or systems;
- c) it has not and will not create or change its business processes in a manner that facilitates unauthorized access to Personal Data or systems; and
- d) applicable national law or government policy or practices or other third-party demands do not require the Supplier to create or maintain back doors or to facilitate access to Personal Data in a manner that would be in breach of these Data Processing Clauses.

7.4. The Supplier must review its security measures regularly and at least on an annual basis to ensure that its organizational and technical measures are appropriate with regard to the risks of the processing taking place and take into account the state of the art of applicable measures.

## 8. Personal Data Breaches

8.1. The Supplier must notify Ericsson without undue delay after becoming aware of a Personal Data Breach. Such notification must be made to the Ericsson contact person set out in the Agreement or otherwise communicated to the Supplier in writing with a copy to:

- a) the Ericsson contact persons set out in the Agreement and these Data Processing Clauses or otherwise communicated to the Supplier in writing;
- b) [gs.sim.dispatch@ericsson.com](mailto:gs.sim.dispatch@ericsson.com); and
- c) [ericsson.group.privacy@ericsson.com](mailto:ericsson.group.privacy@ericsson.com)

in no event later than within twenty-four (24) hours from gaining knowledge of any occurred or suspected Personal Data Breach.

8.2. Such notification shall include, where possible:

- a) the details of a contact point where more information can be obtained;
- b) a detailed description of the Personal Data Breach;
- c) the categories of Personal Data that were affected by the Personal Data Breach;
- d) the approximate number of Data Subjects and of Personal Data records concerned;
- e) a description of the likely consequences of the Personal Data Breach;
- f) a description of the measures taken or proposed to be taken by the Supplier to address the Personal Data Breach, including, where appropriate, measures to mitigate its possible adverse effects; and
- g) any other information Ericsson or Ericsson's customer acting as the controller may reasonably request relating to the Personal Data Breach.

8.3. The Supplier must at its own cost take all necessary actions to prevent further losses and otherwise limit the consequences of the Personal Data Breach at issue, including but not limited to:

- a) assisting with any investigation;
- b) providing Ericsson with physical access to any facilities and operations affected;
- c) making available all relevant records, logs, files, data reporting and other materials required to comply with all Applicable Data Protection Law or as otherwise reasonably required by Ericsson; and
- d) taking prompt steps to rectify and mitigate the adverse effects and minimize any damage resulting from the Personal Data Breach,

in each case as may be appropriate at Ericsson's sole discretion having regard to the circumstances of the matter.

8.4. The Supplier may not make any filings or publish any information regarding any Personal Data Breach without Ericsson's prior approval of the content, form and timing. To the extent that the Supplier is required under Applicable Data Protection Law to directly notify an authority in relation to a Personal



Data Breach, the Supplier must give Ericsson prior notice of its intention to file such a notification and a copy of the proposed notice and comply with any reasonable request of Ericsson (or customer acting as the controller of the Personal Data that is the subject of the Personal Data Breach) in relation to the same.

- 8.5. The Supplier must cover all expenses associated with the performance of the obligations under this section unless the matter arose from Ericsson's specific written instructions, negligence, or Ericsson's breach of these Data Processing Clauses, in which case Ericsson will cover all reasonable expenses.

## 9. Assistance

- 9.1. The Supplier must assist Ericsson or Ericsson's customer or partner acting as the controller in ensuring compliance with the obligations pursuant to Applicable Data Protection Law, taking into account the nature of processing and the information available to the Supplier. Such assistance includes but is not limited to assistance related to performing data protection impact assessments.
- 9.2. If the Supplier receives a request from a Data Subject, such request must be transferred to Ericsson without undue delay using the contact details in Annex I. The Supplier must not respond to Data Subject requests unless instructed and authorized to do so by Ericsson or Ericsson's customer or partner acting as the controller. Upon Ericsson's request, the Supplier must, without undue delay but at latest within five (5) days after the request and at no additional cost assist Ericsson in fulfilling Ericsson's or its customer's obligation to respond to the Data Subjects' requests for the exercise of their rights laid down in Applicable Data Protection Law.
- 9.3. Should the Supplier collect data directly from data subjects on behalf of Ericsson or Ericsson's customer or other business partner, the Supplier must provide data subjects with a privacy notice approved by Ericsson, and the Suppliers' external and internal communications cannot contradict or amend such privacy notice.

## 10. Handling Government Requests and Registrations

If the Supplier receives a request or complaint from a governmental authority or body ("**Authority**") regarding any Personal Data, the Supplier must without delay notify Ericsson identifying the Authority, the scope of the request and the grounds presented for the request or complaint. The Supplier shall respond to such Authority request or complaint only with Ericsson's prior approval of the response, which shall not be unreasonably withheld.

## 11. Business contact details

The business contact details (such as name, corporate number, corporate email and corporate address) of either Ericsson's or the Supplier's employees or other workforce whose Personal Data is provided to the other Party in the course of carrying out the Agreement and these Data Processing Clauses, must only be processed and shared with third parties to the limited extent required to administrate the business relation between Ericsson and the Supplier and to allow Ericsson to perform any necessary due diligence and third-party management activities. The Parties agree that where applicable under Applicable Data Protection Law, Ericsson and the Supplier act as independent controllers in connection with such processing of business contact details and are responsible for compliance with Applicable Data Protection Law.



## **12. Audits**

- 12.1. Without limiting Ericsson's other rights under the Agreement to request information, conduct audits or inspections or to be compensated for costs incurred, the Supplier must:
- a) make available to Ericsson all up-to-date information that is necessary to demonstrate compliance with the obligations laid down in these Data Processing Clauses; and
  - b) allow for, and contribute to, audits, including inspections, of the Supplier or the Supplier's subprocessor conducted by Ericsson or Ericsson's customer acting as the Controller or another auditor mandated by Ericsson or the Controller from time to time (and the Supplier must immediately inform Ericsson if, in its opinion, an instruction infringes applicable law).
- 12.2. Ericsson and the Supplier each bear their own costs related to the obligations under this section 12.

## **13. Return or deletion of Personal Data**

- 13.1. After the termination of the provision of the Services or any time upon written request by Ericsson, the Supplier must, at the choice of Ericsson:
- a) delete part or all of the Personal Data and any existing copies; or
  - b) return all or part of the Personal Data to Ericsson in the format reasonably required by Ericsson.
- The Supplier must also ensure that all subprocessors have deleted or returned all Personal Data as instructed by Ericsson under this section.
- 13.2. The disposal of Personal Data must be recorded to certify to Ericsson that such disposal has taken place.
- 13.3. Where local laws applicable to the Supplier prohibit the return or deletion of the transferred Personal Data, the Supplier warrants that it will continue to ensure compliance with the Data Processing Clauses and will only process the Personal Data to the extent and for as long as required under such local law.

## **14. Processing Personal Data about U.S. residents**

- 14.1. In addition to what is otherwise agreed in these Data Processing Clauses, when processing Personal Data about U.S. residents, the Supplier shall process Personal Data on behalf of Ericsson as a service provider (as defined by Applicable Data Protection Law) and shall not:
- a) sell or share Personal Data or personal information except as instructed in writing by Ericsson;
  - b) retain, use, or disclose Personal Data for any purpose other than for the business purpose of performing the Services specified in these Data Processing Clauses; or
  - c) combine Personal Data sets that the Supplier receives from, or on behalf of, Ericsson with Personal Data that it receives from, or on behalf of, another person or persons, or collects from its own interaction with other parties unless approved by Ericsson and permitted under Applicable Data Protection Law.
- 14.2. Where applicable, the Supplier must enable individuals to "opt out" of the sale of their Personal Data (i.e., explicit "Do Not Sell My Information" link) and must give an option to "opt-out" of targeted advertising, in compliance with applicable U.S. data protection laws.



## 15. Survival and termination

These Data Processing Clauses will survive any termination or expiration of the Agreement until all Personal Data is returned or destroyed in accordance with section 13 above. The termination or expiration of the Agreement or these Data Processing Clauses will not affect any provisions of the Data Processing Clauses that are expressly or by implication intended to remain in effect on or after such termination or expiration, including but not limited to the obligation to keep Personal Data confidential.

## 16. Local agreements

16.1 Ericsson Group Company and the Supplier or a Supplier Group Company may enter into a local agreement incorporating the terms of these Data Processing Clauses by:

- a) the Ericsson Group Company issuing a purchase order under the Agreement and the Supplier or a Supplier Group Company accepting such purchase order or commencing to perform under the Agreement; or
- b) the Ericsson Group Company and the Supplier or a Supplier Group Company signing a local adherence agreement or equivalent document.

16.2 In addition to the situations described in section 16.1, the terms of these Data Processing Clauses shall apply between Ericsson Group Company and the Supplier or Supplier Group Company when Ericsson Group Company uses the Services provided by the Supplier or the Supplier Group Company under the Agreement.

## 17. Governing law and dispute resolution

- 17.1. The governing law and the dispute resolution mechanism of the Agreement will apply to these Data Processing Clauses.
- 17.2. If the governing law of the Agreement is not a law of an EU member state, and Ericsson is established within the EEA, the governing law and dispute resolution provision of the Agreement will not apply. In such case, these Data Processing Clauses are governed by and construed in all respects in accordance with Swedish law and any dispute, controversy or claim arising out of or in connection with these Data Processing Clauses, or the breach, termination or invalidity thereof, must be finally settled by arbitration in accordance with the Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce. The arbitral tribunal must be composed of three arbitrators. The seat of arbitration must be Stockholm, Sweden. The language to be used in the arbitral proceedings must be English.



## ANNEX I

### DATA PROCESSING DESCRIPTION

#### A. LIST OF PARTIES

Role	Data Controller/Data exporter	Data Processor/Data importer
Name	Ericsson Group Company defined in the Agreement, purchase order or local agreement	Supplier Group Company defined in the Agreement, purchase order or local agreement
Contact details	Provided in the Agreement, include in cc: The relevant <a href="#">Ericsson Data Protection Officer</a>	Provided in the Agreement
Activities relevant to the data transferred under SCCs	See section B of this Annex	See section B of this Annex
Signature	Provided in the Agreement, purchase order or local agreement	Provided in the Agreement, purchase order or local agreement

#### B. DESCRIPTION OF DATA PROCESSING AND DATA TRANSFERS (WHERE SCCS OR UK ADDENDUM APPLY)

Nature and purposes of the processing	The Supplier processes personal data on Ericsson's behalf to provide Services under the Agreement.
Categories of data subjects	The personal data processed pursuant the Agreement may concern the following categories of data subjects: <ul style="list-style-type: none"><li>• Ericsson employees and external workforce</li><li>• Ericsson's prospects</li><li>• Ericsson customer representatives or other business contacts</li><li>• Ericsson customers' customers or subscribers</li><li>• Any other data subjects whose personal data Supplier processes on Ericsson's behalf</li></ul>
Categories of personal data	Personal Data processed on Ericsson's behalf in connection with the Services.
Duration of the processing	Personal Data is processed as long as it is necessary for the Supplier to provide Services to Ericsson. Where applicable, the details of the duration of the processing are defined in the Agreement.
Place of storage and processing of personal data	Personal Data is processed where the Supplier and its approved subprocessors may access, host, view and otherwise process personal data.



<b>The frequency of the international data transfer (on one-off basis continuous basis)</b>	Personal data is transferred on a continuous basis to the extent necessary for the Supplier to provide the Services under the Agreement.
<b>The subject-matter, nature, and duration of the processing in case of international data transfers to subprocessors</b>	If personal data is transferred to a subprocessor, personal data is processed by the subprocessor to help the Supplier provide the Services to Ericsson under the Agreement and as long as it is necessary for the subprocessor to provide services to the Supplier.

### **C. COMPETENT SUPERVISORY AUTHORITY**

The relevant competent supervisory authority shall be that overseeing data processing in the jurisdiction of Ericsson under the Applicable Data Protection Law.



## ANNEX II

### TECHNICAL AND ORGANISATIONAL MEASURES INCLUDING TECHNICAL AND ORGANISATIONAL MEASURES TO ENSURE THE SECURITY OF THE DATA

#### Baseline Security Requirements

The following security requirements must apply to all processing of Personal Data by the Supplier under these Data Processing Clauses:

1. Ericsson [Information Security Requirements for Suppliers](#)
2. Any additional security clauses agreed in the Agreement